



**Notice of Meeting of the Governing Body
City of Mart
March 9, 2026**

Notice is hereby given that a Regular Meeting of the Governing Body of the City of Mart, Texas will be held on Monday, March 9, 2026, at 6:30 p.m. This meeting will be held at the Babe Aycock Meeting Room in Mart City Hall, 112 North Commerce Street, Mart, Texas at which time the following subjects will be discussed:

1. Call to Order
2. Roll Call/Determination of Quorum
3. Prayer
4. Pledge to the United States and Texas Flags
5. Citizens' Comments

Citizens' comments are welcomed. Speakers are limited to 3 minutes. Subject matter is not debatable and cannot be commented on by Councilmembers except to ask clarifying questions.

6. Consent Agenda

All matters under item 6, Consent Agenda, are considered to be routine by the City Council and will be enacted on a motion in the form listed below. There will be no separate discussion of these items other than the asking of questions for simple clarification. On objection by any party to the inclusion of any item on the Consent Agenda, that item shall be removed from the Consent Agenda. Such objection may be recorded any time prior to the taking of a vote on the motion to approve the Consent Agenda. All such items shall be considered individually in the order in which they are objected to, immediately following the consideration of the Consent Agenda.

- A. Approval of Minutes of Previous Meetings
- B. Payment of Accounts Payable .

7. Departmental Reports

- a. Administration
- b. Municipal Court
- c. Public Works
- d. Police Department
- e. Finance Department
- f. Fire Department
- g. Emergency Management
- h. Engineering
- i. Plant Operations

8. Consider and take action on the commercial development located at 302 East Texas Avenue, City of Mart, McLennan County, Texas. The business will be renamed Elmo's. The business will provide to-go food and offer an outside dining area.
9. Consider and take action on allowing alcohol to be consumed at Rucker Park and the baseball fields for a crawfish boil/ softball tournament to be held on March 21, 2026.
10. Consider and take action on an ordinance regulating garage sales and similar occasional sales within the city limits; requiring a permit; limiting frequency, duration, and location; prohibiting perpetual and block sales; regulating signage; clarifying online sales and home occupations; providing for enforcement; declaring certain violations to be a public nuisance; providing a severability clause; repealing conflicting ordinances; and providing an effective date.
11. Consider and take action on adopting a resolution by the city council of the city of Mart, Texas, amending the city's master fee schedule to establish a garage sale permit fee; providing for incorporation into the most recently adopted fee schedule; and providing an effective date.
12. Consider and take action on an ordinance regulating the storage, parking, and occupancy of recreational vehicles, temporary shelters, and related structures; establishing location and permit requirements; prohibiting unauthorized residential use; providing for enforcement and penalties; and declaring violations a public nuisance.

13. Consider and take action on an ordinance regulating coin-operated amusement machines and indoor amusement facilities; prohibiting gambling devices; requiring licensing; establishing operational and location requirements; providing for inspection, enforcement, penalties, and public nuisance abatement; and providing an effective date.
14. Consider and take action on approving the lease agreement contract between the City of Mart and the Mart Youth Baseball and Softball Association.
15. Recess into Executive Session and conduct a closed meeting pursuant to the Texas open meetings act, codified as chapter 551 of the Texas government code, the City Council may adjourn into executive session and conduct a closed meeting to discuss or deliberate the purchase, exchange, lease, or value of real property, as permitted by section 551.072 or to receive legal advice and discuss pending or contemplated litigation, or a settlement offer, as permitted by section 551.071, and Personnel Matters as permitted by Section 551.074. The City Council may also meet in open meeting to take action on matters considered in the closed meeting as required by Section 551.102.
16. Reconvene and possibly take action on any item that was discussed in the Executive Session.
17. Councilmembers' comments.
18. Mayors comments.
19. Adjourn.

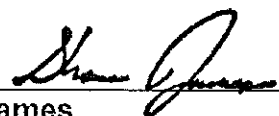
Council reserves the right to call an Executive Session pursuant to Texas Local Gov't Code 551.071-551.086

I, the Undersigned Authority, do hereby certify that the above notice of Meeting of the Governing Body of the City of Mart, Texas is a true and correct copy of said notice posted in the City of Mart, Texas, a place convenient and readily accessible to the general public at all times.

Witness my hand and the seal of the City of Mart this 3rd day of March, 2026 at 5:00 p.m. and remained so posted continuously for 3 business days preceding the day of the meeting.

CITY OF MART

By:


Shane James
City Administrator

This meeting is accessible to the disabled. If you need an interpreter or special assistance, call (254) 876-2462 at least 48 hours prior to the scheduled meeting.

Council Meeting Minutes

City of Mart

I. Call to Order: Time 6:30 PM February 9, 2026

Location: The Babe Aycock Room at Mart City Hall
Street Address: 112 N Commerce St
City: Mart
State: Texas Zip: 76664

II. ATTENDANCE:

Mayor James Miller - Present
Mayor Pro-Tem Trever Baize - Present
Council Member Odell Nevills - Present
Council Member John Garrett - Present
Council Member Sandra Lynch - Present

III. Prayer – Led by Council Member Nevills

IV. Pledge of Allegiance and Texas Pledge of Allegiance

V. Public Comments: One person signed up for comments.

1. Brenda Roberts - spoke for the Mart Lyons Club; She gave an update about the Father / Daughter dance.

VI. Consent Agenda:

Mayor Pro-Tem Baize motioned to approve both items A and B, Council Member Garrett seconded the motion. Motion passed 4-0

VII. Monthly Department Reports:

City Administrator James gave brief updates on Administration, Municipal Court, Police Department, Public Works and Finance. Council Member Nevills gave an update for Fire Dept. James Fullner gave an update for Emergency Management. Gil Gregory gave an update on Engineering. Matthew Pacheco gave an update on Plant Operations.

VIII. City Administrator James gave brief update

IX. This item was postponed until after executive session; Mayor Pro-Tem Baize motioned to approve the economic development agreement pursuant to Chapter 380 of the Local Government Code. Council Member Garrett seconded. Motion passed 4-0.

X. City Administrator James gave an explanation. Council Member Nevills motioned to accept the rate increase from Waste Connections. Council Member Lynch seconded. Motion passed 4-0.

XI. City Administrator James gave an explanation. Mayor Pro-Tem Baize motioned to accept the quote from AccuFund 13 Verticals for new finance software. Council Member Lynch seconded the motion. Motion passed 4 to 0.

XII. City Administrator James gave an explanation. Council Member Nevills motioned to accept the 2025 Racial Profiling Report submitted to TCOLE by Chief James. Council Member Lynch seconded the motion. Motion Passed 4 to 0.

XIII. City Administrator James gave an explanation. Council Member Nevills motioned to allow Chief James to solicit quotes from alternative vendors to replace CopSync software. Council Member Lynch seconded the motion. Motion Passed 4 to 0.

XIV. City Administrator James gave an explanation. Mayor Pro-Tem Baize motioned to accept the quote for

new mobile data terminal (MDT) computers for the patrol vehicles. Council Member Garrett seconded. Motion Passed 4 to 0.

XV. Mayor Pro-Tem Baize motioned to accept the nomination of Brenda Roberts for the 5th position on the Community Outreach Board. Council Member Garrett seconded. Motion Passed 4 to 0. (Other members-Mayor Miller, Council Member Lynch, Raquel Blood, Andrea Fullner)

XVI. Council Member Nevills motioned to set the date for the Mart city wide cleanup day as Saturday, April 18, 2026. Mayor Pro-Tem Baize seconded the motion. Motion passed 4 to 0.

XVII. Mayor Pro-Tem Baize motioned to order an Election to be held on May 2, 2026, for voting in the General Election to elect one person for each position to serve the full term of two years for three City Council Members for the City of Mart. Council Member Nevills seconded. Motion passed 4 to 0.

XVIII. Council Member Nevills motioned to allow Chief James to solicit quotes for the repair and or replacement of the roof at the police dept located at 507 E Texas Ave. Council Member Lynch seconded the motion. Motion passed 4 to 0.

XIX. Council Members Lynch, Garrett, and Nevills spoke

XX. Mayor Miller spoke

XXI. Adjourn 8:25 PM

Minutes submitted by:_____ Print Name:_____

Approved by:_____ Print Name:_____

CITY OF MART

Council Check Register

03/06/26 3:43 PM

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Chk #	Search Name	Check Date	Amount	Comments
			\$43,818.77	
000594	CARD SERVICE CENTER	2/3/2026	\$101.86	KITCHEN
000595	USPS	2/2/2026	\$3.53	Postage-1099
000596	TX DEPT OF MOTOR VEHICLES	2/2/2026	\$45.00	Registration
000597	CHILD SUPPORT - E PAY	2/5/2026	\$720.44	FEB26
000598	INTERNAL REVENUE SERVICE	2/5/2026	\$8,148.66	
000599	CENTEX WEB (PD)	2/11/2026	\$280.00	Police Dept JAN 26
000600	CARD SERVICE CENTER	2/10/2026	\$228.33	SUPPLIES
000601	CENTEX WEB (WTP)	2/11/2026	\$280.00	Water Plant Internet Jan26
000602	ATMOS ENERGY	2/10/2026	\$774.91	GAS -FIRE DEPT
000603	A&A FIRE & SAFETY	2/11/2026	\$475.00	FIRE Alarm/Horn Strobes
000604	ATMOS ENERGY	2/10/2026	\$437.88	Gas Bill Fire Dept - 3042523614
000607	TRANS UNION	2/9/2026	\$318.60	SOFTWARE
000614	INTERNAL REVENUE SERVICE	2/19/2026	\$7,830.14	Medicare
000615	CHILD SUPPORT - E PAY	2/19/2026	\$720.44	
000616	LONESTAR MAINTENANCE	2/19/2026	\$4,356.15	Water Plant Chemicals
000617	CARD SERVICE CENTER	2/24/2026	\$120.94	NAPA
000618	CARD SERVICE CENTER	2/24/2026	\$1,495.91	
025060	AFLAC DENTAL AND VISION	2/5/2026	\$929.14	Aflac Ins
025061	AT&T (INTERNET)8646	2/5/2026	\$106.29	CH Internet Acct# 129238646
025062	AT&T (WTP PHONE)	2/5/2026	\$308.90	WTP Acct #254-875-2642-620-0
025063	AVAYA, INC.	2/5/2026	\$764.13	Avaya Phone Service Contract 753-0034291-000
025064	BAYLOR SCOTT & WHITE HEALTH	2/5/2026	\$630.20	ACCT 191 14486990
025065	BUENGER & ASSOCIATES	2/5/2026	\$1,192.50	RETAINER FEE
025066	CHARLIE BUENGER	2/5/2026	\$900.00	February 2026
025067	EAGLE LABS, INC.	2/5/2026	\$905.48	Water Plant Chemicals
025068	HENSON BUSINESS PRODUCTS	2/5/2026	\$477.00	IT Remote Support
025069	JUST ENERGY	2/5/2026	\$589.88	COMMUNITY CENTER FEB26
025070	PRESTIGE WORLDWIDE TECH	2/5/2026	\$90.00	PLASTIC TUBING 10FT
025071	READS FOOD STORE	2/5/2026	\$15.40	
025072	RELIANT ENERGY	2/5/2026	\$15.27	Electricity Acct #15 436 146 3
025073	SAMS CLUB SYNCHRONY BANK	2/5/2026	\$226.84	
025074	VESTIS	2/5/2026	\$209.10	CH RUGS
025075	WASTE CONNECTIONS	2/5/2026	\$19,923.46	Sanitation #5165-008033352-001
025076	WATSON FEED STORE	2/5/2026	\$787.79	
025077	WELLS FARGO FINANCIAL SERVICES	2/5/2026	\$181.79	Copier Lease City Hall -1039459ML
025078	AT&T (CH)	2/11/2026	\$946.99	CH Acct #831-001-5890-221 UNIVERSAL
025079	Batteries Plus Bulbs	2/11/2026	\$4.25	Odell VFD
025080	BIO CHEM LAB, INC	2/11/2026	\$645.00	Water Plant Required Testing
025081	CITY OF WACO (WTP)	2/11/2026	\$60.00	Water Plant Testing Acct# 106049
025082	CORE & MAIN	2/11/2026	\$170.51	WRENCH-3WAY ADJ PSI LIQUID GAUGE
025083	FIRSTNET	2/11/2026	\$1,046.52	Cell Phones #287298934255
025084	GALLS	2/11/2026	\$18.25	UNIFORMS

Chk #	Search Name	Check Date	Amount	Comments
025085	GRAVES, HUMPHRIES, STAHL, LTD	2/11/2026	\$948.21	Private Collections
025086	KW UTILITIES METER TESTING	2/11/2026	\$1,375.00	Water Plant Meter Testing
025087	LONESTAR MAINTENANCE	2/11/2026	\$154.25	Water Plant Chemicals
025088	RG3	2/11/2026	\$4,310.34	METERS
025089	RICOH USA, INC	2/11/2026	\$38.66	
025090	TEXAS FLEET FUEL	2/11/2026	\$1,534.59	Police Dept Fleet Fuel
025091	TXU ENERGY	2/11/2026	\$8,871.31	WATER OPS
025092	WACO-MCLENNAN PUBLIC HEALTH	2/11/2026	\$1,769.85	Health Dept Qtrly Contribution FY-25-26
025093	WATSON FEED STORE	2/11/2026	\$89.88	
025094	WELLS FARGO FINANCIAL SERVICES	2/11/2026	\$25.29	Copier Lease Court-1039459A1
025095	AT&T (CH)	2/18/2026	\$710.07	CH Acct #831-001-2447-293
025096	AT&T (INTERNET)8646	2/18/2026	\$284.83	CH Internet Acct# 300805212
025097	AT&T MOBILITY (4691TABLET)	2/18/2026	\$303.90	WTP Tablet Acct# 287324364691
025098	CORE & MAIN	2/18/2026	\$58.00	
025099	EAGLE LABS, INC.	2/18/2026	\$985.25	Water Plant Chemicals
025100	MCLENNAN CENTRAL APPRAISAL DIST	2/18/2026	\$1,627.66	Quarterly Allocation Pymt
025101	MP ELECTRIC, INC.	2/18/2026	\$1,339.42	
025102	P & P WATER OPERATIONS & CONSULTING	2/18/2026	\$2,850.00	WTP Contract Services
025103	SUNBELT RENTALS, INC	2/18/2026	\$4,789.04	VACPUMP/RENTAL
025104	VESTIS	2/18/2026	\$287.49	PD RUGS
025105	WELLS FARGO FINANCIAL SERVICES	2/18/2026	\$119.42	Copier Lease PD -1039459A2
025106	CITY OF WACO (PD)	2/19/2026	\$400.00	Radio Billing
025107	CITY OF WACO (PD)	2/19/2026	\$1,066.00	Animal Control
025108	CORE & MAIN	2/19/2026	\$5,521.36	
025109	MRB GROUP	2/19/2026	\$1,985.00	
			\$142,746.07	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MART, TEXAS, REGULATING GARAGE SALES AND SIMILAR OCCASIONAL SALES WITHIN THE CITY LIMITS; REQUIRING A PERMIT; LIMITING FREQUENCY, DURATION, AND LOCATION; PROHIBITING PERPETUAL AND BLOCK SALES; REGULATING SIGNAGE; CLARIFYING ONLINE SALES AND HOME OCCUPATIONS; PROVIDING FOR ENFORCEMENT; DECLARING CERTAIN VIOLATIONS TO BE A PUBLIC NUISANCE; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mart, Texas, is a Type A General Law municipality operating under the laws of the State of Texas and possesses the authority to enact ordinances necessary to protect the public health, safety, and welfare pursuant to the Texas Local Government Code and other applicable law; and

WHEREAS, the City Council of the City of Mart, Texas finds that unregulated garage sales may create traffic congestion, parking problems, safety hazards, signage clutter, and disruption of residential neighborhoods; and

WHEREAS, the City desires to permit reasonable, occasional garage sales while preventing perpetual retail activity in residential areas;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MART, TEXAS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance:

Garage Sale means an occasional sale conducted at a residence or other permitted location for the purpose of selling personal property owned and used by the resident or property owner, including but not limited to yard sales, estate sales, porch sales, patio sales, or similar occasional sales.

Perpetual Garage Sale means repeated, continuous, or ongoing sales activity at a location in such frequency or manner that it constitutes a retail or commercial operation rather than an occasional sale.

Block Garage Sale means a coordinated sale involving multiple residences on the same block or portion of a residential street conducted simultaneously in a manner that substantially increases traffic or interferes with normal neighborhood access.

Home Occupation means a business, commercial, or professional activity conducted within a dwelling unit or accessory structure that is clearly incidental and secondary to the residential use of the property, does not alter the residential character of the premises, and does not generate regular customer traffic.

This definition shall apply unless a different definition of “Home Occupation” is provided in the City’s adopted zoning ordinance or other applicable City Code provision, in which case the more specific provision shall control.

SECTION 2. PERMIT REQUIRED.

- (a) A permit is required for each garage sale conducted within the City limits.
- (b) The permit fee shall be in accordance with the City’s most recently adopted Master Fee Schedule, as approved by resolution of the City Council.
- (c) Each permit authorizes a garage sale for up to three (3) consecutive calendar days.
- (d) No more than four (4) permits shall be issued per residence within any calendar year.
- (e) The permit must be prominently displayed on-site during the garage sale.

SECTION 3. LOCATION AND SPACING.

- (a) No permit shall be issued for a garage sale located within two hundred (200) feet of another permitted garage sale occurring on the same street during overlapping dates.
- (b) No garage sale shall obstruct public streets, sidewalks, alleys, or rights-of-way.
- (c) No garage sale shall restrict normal traffic flow or emergency vehicle access.
- (d) Block garage sales within residential areas are expressly prohibited.
- (e) Coordinated or multi-family sales may be permitted at non-residential locations such as churches, civic facilities, or similar properties, provided:

1. Adequate off-street parking is available;
2. Traffic flow is not restricted;
3. No public right-of-way is obstructed; and
4. A permit is obtained.

SECTION 4. HOURS OF OPERATION.

Garage sales may only occur between the hours of 7:00 a.m. and 7:00 p.m.

SECTION 5. GOODS PERMITTED.

- (a) Garage sales are intended for the disposal of personal property accumulated for normal household use.
- (b) The acquisition of merchandise for the purpose of resale at a garage sale is prohibited.
- (c) The incidental sale of prepackaged, non-alcoholic beverages (such as bottled water or soft drinks) is permitted during the permitted hours, provided such sales are clearly secondary to the garage sale and do not constitute an independent commercial activity.
- (d) Nothing in this Ordinance authorizes the sale or transfer of any item prohibited by federal or state law. All garage sales shall comply with applicable criminal and regulatory laws.

SECTION 6. ONLINE SALES.

- (a) Nothing in this Ordinance prohibits a resident from selling personal property online with pickup or delivery from their residence.
- (b) However, if such activity results in regular customer traffic, exterior display of merchandise, signage, warehousing, or recurring commercial activity, the activity shall be classified as a Home Occupation and shall be subject to all applicable zoning regulations, business permitting requirements, and tax laws.

SECTION 7. SIGNAGE.

- (a) A maximum of three (3) off-site signs may be posted per permitted garage sale.
- (b) Off-site signs:

1. Must have the permission of the property owner where placed;

2. Shall not be placed within public rights-of-way;
3. Shall not be attached to utility poles, traffic control devices, or public structures;
4. Shall not create a traffic hazard.

(c) All signs must be removed within twenty-four (24) hours following expiration of the permit.

SECTION 8. PERPETUAL SALES; PUBLIC NUISANCE.

(a) A garage sale conducted in violation of the annual frequency limits, or conducted in a manner constituting a perpetual or ongoing retail operation, is prohibited.

(b) Such activity is hereby declared to be a public nuisance and may be abated in accordance with law in addition to any criminal enforcement.

SECTION 9. ENFORCEMENT AND PENALTIES.

(a) This Ordinance may be enforced by the City's Code Enforcement Officer, Police Department, or other authorized official.

(b) Any person violating this Ordinance shall be guilty of a misdemeanor and, upon conviction, fined in accordance with the general penalty provisions of the City Code, not to exceed the maximum amount permitted by law.

(c) Each day a violation continues shall constitute a separate offense.

(d) The City may pursue any lawful civil remedy, including injunctive relief.

SECTION 10. SEVERABILITY.

If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions, and the City Council declares that it would have adopted this Ordinance without the invalid portion.

SECTION 11. REPEALER.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

SECTION 12. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF MART, TEXAS

By: James Miller, Mayor

ATTEST:

Shane James, City Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MART, TEXAS, AMENDING THE CITY'S MASTER FEE SCHEDULE TO ESTABLISH A GARAGE SALE PERMIT FEE; PROVIDING FOR INCORPORATION INTO THE MOST RECENTLY ADOPTED FEE SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mart, Texas, is a Type A General Law municipality operating under the laws of the State of Texas; and

WHEREAS, the City Council has adopted a Master Fee Schedule establishing fees for various permits, licenses, and municipal services; and

WHEREAS, the City Council has adopted an ordinance regulating garage sales and requiring the issuance of a permit; and

WHEREAS, the City Council finds it necessary and appropriate to establish a permit fee to offset administrative costs associated with processing and enforcing such permits;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MART, TEXAS:

SECTION 1. FEE ESTABLISHED.

The Master Fee Schedule of the City of Mart is hereby amended to include the following fee:
Garage Sale Permit (up to three consecutive days):

\$10.00 per permit.

SECTION 2. INCORPORATION.

The above fee shall be incorporated into the City's most recently adopted Master Fee Schedule and shall remain in effect unless amended by subsequent resolution of the City Council.

SECTION 3. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED this ____ day of _____, 2026.

CITY OF MART, TEXAS

By: James Miller, Mayor

ATTEST:

Shane James, City Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MART, TEXAS, REGULATING THE STORAGE, PARKING, AND OCCUPANCY OF RECREATIONAL VEHICLES, VEHICLES USED FOR HABITATION, TENTS, TEMPORARY SHELTERS, AND ACCESSORY STRUCTURES; ESTABLISHING LOCATION, SCREENING, AND SURFACE REQUIREMENTS; PERMITTING LIMITED RECREATIONAL CAMPING; PROHIBITING NON-PERMITTED RESIDENTIAL USE; PROVIDING FOR TEMPORARY CONSTRUCTION OCCUPANCY; DECLARING CERTAIN CONDITIONS A PUBLIC NUISANCE; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEALER, SAVINGS, SEVERABILITY, PUBLICATION, AND EFFECTIVE DATE.

RECITALS

WHEREAS, the City Council finds that unregulated placement and occupancy of recreational vehicles, tents, temporary shelters, and accessory structures may create sanitation hazards, fire risks, unsafe utility connections, visual blight, and incompatibility with established residential neighborhoods; and

WHEREAS, the City Council further finds that the use of vehicles or temporary structures as primary dwellings without compliance with adopted building and property maintenance codes undermines minimum life-safety standards; and

WHEREAS, the City Council desires to allow incidental and temporary recreational camping while prohibiting long-term or unlawful residential use;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MART, TEXAS:

SECTION 1. AUTHORITY AND PURPOSE

This Ordinance is adopted pursuant to Chapters 51, 54, 214, and 217 of the Texas Local Government Code and the City's general police powers. The purpose of this Ordinance is to:

1. Regulate storage and placement of recreational vehicles and temporary shelters;
2. Permit limited, incidental recreational camping;
3. Prevent unlawful residential occupancy;

4. Protect public health, safety, sanitation, and fire protection standards; and
5. Preserve neighborhood character.

SECTION 2. DEFINITIONS

Accessory Structure means any detached structure subordinate to a principal dwelling, including storage buildings, portable buildings, detached garages, carports, workshops, shipping containers, or similar outbuildings.

Developed Residential Lot means a lot containing a lawfully existing principal dwelling designed and intended for residential occupancy, whether constructed prior to or after adoption of building codes, and not declared substandard, unsafe, abandoned, unsecured, or subject to an active order to vacate under Chapter 214, Texas Local Government Code. For purposes of this Ordinance, a structure may be deemed abandoned or unsecured when it is open to unauthorized entry, lacks functional doors or windows, is disconnected from utilities for an extended period, or otherwise evidences neglect or lack of lawful occupancy.

Improved Surface means concrete, asphalt, or other City-approved all-weather hard surface capable of supporting vehicle weight.

Non-Permitted Habitation means the use of any RV, vehicle, Tent, Temporary Shelter, or Accessory Structure for sleeping, cooking, bathing, or residing except as expressly authorized herein.

Overnight Stay means occupancy between 10:00 p.m. and 6:00 a.m.

Recreational Camping means temporary, non-commercial overnight use of an RV or Tent for leisure, guest accommodation, or incidental outdoor activity, not intended as a primary residence.

Recreational Vehicle (RV) means any self-propelled or towable unit designed or used for temporary human habitation.

Screening means a solid fence or wall not less than six (6) feet in height that substantially obstructs view from adjoining residential property and public rights-of-way.

Tent or Temporary Shelter means any non-permanent structure used for human shelter, including camping tents or similar temporary enclosures not constructed pursuant to a building permit.

SECTION 3. STORAGE OF RECREATIONAL VEHICLES

(a) An RV may be stored on a developed residential lot containing a principal dwelling if:

1. Parked on an Improved Surface;
2. Located within the rear yard;
3. Screened from view from public rights-of-way and adjoining residential property;
4. Not obstructing sidewalks, alleys, or drainageways;
5. Lawfully registered and operable;
6. Not occupied except as authorized herein.

(b) Storage does not authorize habitation.

(c) No RV storage is permitted on vacant lots.

SECTION 4. LIMITED RECREATIONAL CAMPING

(a) Recreational Camping using an RV or Tent is permitted on a developed residential lot, subject to the following limits:

1. No more than three (3) Overnight Stays within any seven (7) consecutive day period;
2. No more than twelve (12) Overnight Stays within any thirty (30) consecutive day period;
3. No permanent utility connections except those lawfully installed within an RV park;
4. No camping on vacant lots.

(b) The time limitations set forth in this Section apply on a citywide basis to each Recreational Vehicle, Tent, or occupant. Relocating a Recreational Vehicle or Tent to a different lot or location within the City shall not restart or avoid the time limitations.

(c) The time limitations of this Section shall not apply to Recreational Vehicles lawfully located within a permitted RV park and operated in compliance with park regulations.

(d) It shall be unlawful to move, relocate, or reposition a Recreational Vehicle or Tent within the City for the purpose of avoiding the time limitations of this Ordinance. Such conduct constitutes Non-Permitted Habitation.

(e) The use of extension cords, hoses, generators, or similar devices for the purpose of facilitating continuous residential occupancy beyond the time limits shall constitute evidence of Non-Permitted Habitation.

(f) Exceeding these limits constitutes Non-Permitted Habitation.

(g) Nothing herein authorizes camping in any public place, park, or public right-of-way except as permitted by state law.

SECTION 5. PROHIBITED RESIDENTIAL USE

(a) No person shall use any RV, vehicle, Tent, Temporary Shelter, or Accessory Structure as a dwelling or place of residence within the City except:

1. Recreational Camping as authorized under Section 4;
2. A Recreational Vehicle located within a lawfully permitted RV park in compliance with park regulations; or
3. Pursuant to a valid Temporary Construction Occupancy Permit under Section 6.

(b) Tents and Temporary Shelters shall not be used as a dwelling or place of residence under any circumstances within the City, except for Recreational Camping strictly within the time limitations of Section 4.

(c) No Accessory Structure may be used for residential occupancy unless constructed pursuant to valid permits and issued a certificate of occupancy authorizing residential use.

(d) The presence of bedding, cooking equipment, bathroom fixtures, continuous utility connections, or similar indicia may constitute prima facie evidence of Non-Permitted Habitation when duration limits are exceeded.

(e) Evidence of repeated relocation within the City combined with continuous occupancy may constitute prima facie evidence of residential use.

SECTION 6. TEMPORARY CONSTRUCTION OCCUPANCY

(a) The City Administrator may issue a Temporary Construction Occupancy Permit authorizing temporary occupancy of a Recreational Vehicle only, provided that:

1. A valid building permit is active for construction or substantial remodel of a primary residence;
2. The RV is located on the same lot;
3. The RV is placed on an Improved Surface;
4. Adequate sanitary facilities are available.

(b) Duration:

1. Initial term not to exceed sixty (60) days;
2. Renewable in sixty (60) day increments upon demonstration of construction progress;
3. Total duration not to exceed nine (9) months without City Council approval.

(c) Authorization terminates if construction ceases for twenty-one (21) consecutive days.

(d) Utility connections require written City approval and inspection compliance.

SECTION 7. PUBLIC RIGHT-OF-WAY

No RV, vehicle, Tent, or Temporary Shelter shall be placed within any public right-of-way except for temporary loading or unloading not exceeding two (2) consecutive hours.

SECTION 8. CODE COMPLIANCE

Nothing herein authorizes occupancy in violation of adopted building, fire, plumbing, or property maintenance codes.

Substandard building proceedings shall proceed under Chapter 214, Texas Local Government Code.

SECTION 9. PUBLIC NUISANCE

Any violation of this Ordinance is declared a public nuisance and may be abated by the City through criminal prosecution, civil enforcement, injunctive relief, or any other remedy authorized by law.

SECTION 10. ENFORCEMENT AND PENALTY

(a) Violation is a misdemeanor punishable by a fine not exceeding Five Hundred Dollars (\$500.00) per day.

(b) Each day constitutes a separate offense.

(c) The City may pursue all remedies under Chapter 54, Texas Local Government Code, including injunctive relief.

SECTION 11. REPEALER

All ordinances or parts of ordinances in conflict are repealed to the extent of such conflict.

SECTION 12. SAVINGS

All rights and remedies existing prior to the effective date are preserved. Violations occurring prior to the effective date shall be governed by the ordinances then in effect.

SECTION 13. SEVERABILITY

If any provision is held invalid, such invalidity shall not affect remaining provisions which can be given effect.

SECTION 14. PUBLICATION AND EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as required by law.

James Miller, Mayor

ATTEST:

Shane James, City Administrator

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MART, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE REGULATING COIN-OPERATED MACHINES AND INDOOR AMUSEMENT FACILITIES; PROHIBITING GAMBLING DEVICES; REQUIRING LICENSING OF AMUSEMENT FACILITIES AND AMUSEMENT DEVICES; ESTABLISHING APPLICATION, OPERATIONAL, AND LOCATION REQUIREMENTS; PROVIDING FOR INSPECTION, SUSPENSION, AND REVOCATION; DECLARING CERTAIN CONDITIONS TO BE PUBLIC NUISANCES; PROVIDING FOR ENFORCEMENT, PENALTIES, AND CIVIL REMEDIES; PROVIDING FOR REPEALER, SAVINGS, AND SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

RECITALS

WHEREAS, the City of Mart, Texas, is a Type A General-Law Municipality organized and operating pursuant to the laws of the State of Texas; and

WHEREAS, Texas Local Government Code Chapter 215 authorizes municipalities to license, regulate, control, or prohibit amusements and amusement facilities within the municipality; and

WHEREAS, Texas Penal Code Chapter 47 prohibits gambling devices except in limited circumstances defined by state law; and

WHEREAS, the City Council finds that gambling devices and unregulated amusement device facilities may attract criminal activity, create public nuisances, adversely affect surrounding properties, and threaten the public health, safety, and welfare; and

WHEREAS, the City Council finds that it is necessary and appropriate to prohibit gambling devices and to establish a licensing and regulatory framework for lawful amusement devices and indoor amusement facilities; and

WHEREAS, the City Council finds that this Ordinance is adopted pursuant to the City's police powers to protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MART, TEXAS:

SECTION 1. ESTABLISHMENT OF REGULATIONS

There is hereby established an ordinance of the City of Mart, Texas, regulating coin-operated machines and indoor amusement facilities, which shall be maintained in the official ordinance records of the City and shall be enforceable as provided herein. Upon adoption or preparation of a codified Code of Ordinances in the future, the provisions of this Ordinance shall be incorporated therein at the appropriate location consistent with its subject matter.

SECTION 2. DEFINITIONS

The following words and phrases, when used in this Article, shall have the meanings ascribed below:

Amusement Device means any coin-operated, electronic, mechanical, or electromechanical machine or device designed and operated solely for bona fide amusement or entertainment purposes, including video games, pinball machines, crane machines, and similar devices, that does not constitute a gambling device under Texas law.

Gambling Device has the meaning assigned by Texas Penal Code §47.01(4), as amended, and includes any electronic, electromechanical, or mechanical contrivance that affords a player an opportunity to obtain money or anything of value, the award of which is determined wholly or partially by chance, even if skill is also a factor. The term includes, but is not limited to, eight-liner machines, sweepstakes machines, video slot machines, video lottery devices, electronic gambling machines, and any substantially similar device. This definition shall be interpreted consistent with Texas Penal Code Chapter 47.

Indoor Amusement Facility means any premises, building, room, or establishment open to the public where one or more amusement devices are located for use.

License means a permit issued by the City authorizing the operation of amusement devices at a specific location.

Operator means any person who owns, leases, possesses, controls, manages, operates, places, installs, services, or maintains an amusement device or gambling device, or who owns, leases, manages, or controls the premises where such device is located.

Person means any individual, firm, partnership, corporation, association, or other legal entity.

Premises means a building or portion of a building under common control at a single address.

SECTION 3. PROHIBITION OF GAMBLING DEVICES

- (a) It shall be unlawful for any person to possess, maintain, store, operate, exhibit, install, or permit the operation of any gambling device within the City, or to allow any gambling device to be placed, maintained, or operated on any property owned, leased, or controlled by such person.
- (b) Each gambling device constitutes a separate violation.
- (c) Each day a violation continues constitutes a separate offense.
- (d) The presence of a gambling device is declared a public nuisance.
- (e) It shall be unlawful for the owner, tenant, operator, manager, or any person in possession or control of any premises to allow, permit, or suffer a gambling device to be placed, maintained, possessed, or operated on the premises, regardless of whether such device is owned by another person.

SECTION 4. LICENSE REQUIRED

- (a) No person shall operate an indoor amusement facility without first obtaining a license issued by the City.
- (b) No amusement device shall be operated unless registered under a valid license.
- (c) A separate license shall be required for each premises.
- (d) A license is non-transferable.
- (e) Issuance of a license under this Article does not authorize the possession or operation of any gambling device prohibited by state law or this Ordinance.

SECTION 5. APPLICATION REQUIREMENTS

An application shall be filed with the City on a form provided by the City and shall include the applicant's name, address, and contact information; business name and premises address; property owner information; number and description of amusement devices; certification that no gambling devices will be operated; and any other information reasonably required by the City.

SECTION 6. LICENSE TERM AND FEES

- (a) Licenses shall be valid for one (1) year.
- (b) License fees shall be established by resolution of the City Council.
- (c) Licenses must be renewed annually.

SECTION 7. OPERATIONAL REQUIREMENTS

- (a) Gambling devices are strictly prohibited.
- (b) No amusement device may award cash.
- (c) No amusement device may award anything of value except as permitted under Texas law.
- (d) All premises shall comply with applicable building, fire, electrical, and safety codes.
- (e) The license shall be prominently displayed on the premises in a location visible to the public at all times.
- (f) No more than six (6) amusement devices shall be operated at any single premises unless specifically approved by the City Council.

SECTION 8. LOCATION RESTRICTIONS

- (a) No indoor amusement facility shall be located within three hundred (300) feet of a school, public park, or religious institution, or within three hundred (300) feet of a residential zoning district.
- (b) Distance shall be measured in a straight line from the nearest point of the premises to the nearest point of the protected use or district.
- (c) The City Council may grant a waiver upon finding that the location will not adversely affect public health, safety, or welfare.

SECTION 9. INSPECTION

- (a) The City, including the City Secretary, Code Enforcement Officer, Police Department, Building Official, Fire Marshal, or their authorized designees, is authorized to enter and inspect any premises licensed or required to be licensed under this Article during normal business hours for the purpose of determining compliance with this Ordinance and other applicable laws.
- (b) It shall be unlawful for any person to refuse, obstruct, or interfere with a lawful inspection authorized under this section.
- (c) Nothing in this section shall be construed to authorize entry into any premises in violation of the United States Constitution or the Constitution of the State of Texas.

SECTION 10. LICENSE ISSUANCE AND DENIAL

- (a) The City Secretary or the City Secretary's designee shall review each application and shall issue a license upon determining that the application is complete and that the proposed indoor amusement facility and amusement devices comply with this Ordinance

and all other applicable laws and regulations.

(b) The City may deny a license if the application contains false, misleading, or incomplete information; the premises contains or has contained gambling devices in violation of this Ordinance or Texas law; the applicant has failed to comply with this Ordinance or other applicable City regulations; or the issuance of the license would violate applicable law.

(c) The denial of a license shall be provided in writing to the applicant and shall state the reason or reasons for denial.

(d) A denial shall not prevent the applicant from submitting a new application upon correction of the deficiencies identified by the City.

SECTION 11. SUSPENSION, REVOCATION, AND REFUSAL TO RENEW

(a) The City may suspend, revoke, or refuse to renew a license upon determining that:

- (1) A gambling device is present on the premises;
- (2) The license was obtained through false or misleading information;
- (3) The license holder has violated any provision of this Article; or
- (4) The premises constitutes a public nuisance.

(b) Written notice of suspension or revocation shall be provided to the license holder stating the reason or reasons for such action.

(c) Suspension or revocation shall not prevent criminal or civil enforcement.

SECTION 12. APPEAL

(a) Any applicant or license holder aggrieved by the denial, suspension, or revocation of a license may appeal such decision to the City Council.

(b) The appeal must be filed in writing with the City Secretary within ten (10) calendar days after notice of the decision.

(c) The City Council shall consider the appeal at a regular or special meeting and may affirm, modify, or reverse the decision.

(d) The decision of the City Council shall be final.

SECTION 13. NUISANCE AND ABATEMENT

(a) Any gambling device possessed, maintained, operated, or permitted to operate in violation of this Ordinance is hereby declared to constitute a public nuisance.

(b) Any premises upon which gambling devices are maintained or operated in violation of this Ordinance is hereby declared to constitute a public nuisance.

(c) The City is authorized to pursue nuisance abatement and enforcement remedies as

permitted by law, including injunctive relief, civil enforcement, criminal enforcement, and any other remedy authorized under Texas law.

(d) The remedies provided herein are cumulative and not exclusive.

(e) Any gambling device found in violation of this Ordinance may be seized, removed, and impounded by the City's Police Department as contraband or evidence of a violation, subject to applicable law.

SECTION 14. ENFORCEMENT, OFFENSE, AND PENALTY

(a) It shall be unlawful for any person to violate any provision of this Ordinance.

(b) A person who violates any provision of this Ordinance commits a misdemeanor offense punishable as provided herein and under applicable state law.

(c) Upon conviction, a person shall be punished by a fine not exceeding Five Hundred Dollars (\$500.00) for each offense.

(d) Each gambling device constitutes a separate offense.

(e) Each day that a violation continues constitutes a separate offense.

(f) The City may enforce this Ordinance through criminal prosecution, civil enforcement, injunctive relief, nuisance abatement, or any combination thereof.

SECTION 15. MISCELLANEOUS PROVISIONS

(a) Any person or entity operating an amusement device or indoor amusement facility within the City on the effective date of this Ordinance shall have sixty (60) calendar days from the effective date to bring such operation into full compliance with all provisions of this Article, including submission of a complete license application and removal of any prohibited gambling devices.

(b) During this sixty (60) day compliance period, the continued operation of amusement devices that are otherwise lawful shall not constitute a violation of the licensing requirement, provided the operator is actively pursuing compliance.

(c) Notwithstanding the foregoing compliance period, the possession, operation, maintenance, or permitting of any gambling device is unlawful immediately upon the effective date of this Ordinance, and no grace period shall apply to gambling devices prohibited by Texas law or this Article.

(d) Upon expiration of the sixty (60) day compliance period, any person operating an amusement device or indoor amusement facility without a valid license issued by the City shall be in violation of this Article and subject to enforcement.

(e) All ordinances, resolutions, or parts thereof previously adopted by the City that are inconsistent with or in conflict with any provision of this Ordinance are hereby repealed to the extent of such conflict only.

(f) The repeal of any ordinance or portion thereof by this Ordinance shall not affect or impair any act done, offense committed, or right accrued, or any prosecution or proceeding pending or

instituted under the provisions of such ordinance prior to the effective date of this Ordinance.

(g) If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid, unconstitutional, or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

(h) The City Secretary is hereby directed to publish the caption of this Ordinance in the official newspaper of the City in the manner required by law, and this Ordinance shall be effective upon adoption and publication as required by law.

(i) It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public as required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

(j) It is the intent of the City Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Mart, Texas, and the City Secretary and any authorized codification service are authorized to make non-substantive formatting, numbering, and organizational changes necessary to accomplish such codification.

PASSED AND APPROVED by the City Council of the City of Mart, Texas, on this _____ day of _____, 2026.

CITY OF MART, TEXAS

By: _____
JAMES MILLER, MAYOR

ATTEST:

SHANE JAMES, CITY ADMINISTRATOR

LEASE AGREEMENT

Rucker Park Ballfields

Between the City of Mart, Texas and the Mart Youth Baseball and Softball Association

This Lease Agreement ("Agreement") is entered into by and between the City of Mart, Texas ("City") and the Mart Youth Baseball and Softball Association ("Association") regarding the use of certain recreational facilities at Rucker Park, 600 S. Smyth Street, Mart, Texas 76664.

1. Premises

The City leases to the Association the baseball and softball fields, concession stand, and bathrooms located at Rucker Park (the "Premises"). The City shall retain responsibility for mowing and maintaining the parking areas of the park.

2. Term

The initial term of this Agreement is five (5) years, commencing on the Effective Date below. The Agreement may be renewed for up to three (3) additional five-year terms upon mutual agreement of the parties. Renewal shall be subject to revision of terms as agreed in writing.

3. Use and Responsibilities of the Association

a. Maintenance. The Association shall be responsible for mowing and maintaining the fields, concession stand, and bathrooms, and shall take reasonable measures to maintain the grass playing surfaces, bases, lighting, fencing, and related equipment.

b. Scheduling. The Association shall manage the scheduling of all playing fields, including league games, practices, and tournaments. The Association shall make reasonable efforts to accommodate public use and enjoyment of the fields and shall not unreasonably interfere with public access when the fields are not in organized use.

c. Events and Operations. The Association may host tournaments, operate concession stands, seek donations, and hold fundraisers.

d. Advertising. The Association may place customary baseball and softball advertisements on field fencing.

e. Exclusive Use. The Association shall have exclusive use and control of the Premises for organized baseball and softball activities, subject to reasonable public access as provided above.

4. City's Responsibilities

The City shall mow and maintain the parking lots at Rucker Park and shall cooperate with the Association in addressing any infrastructure needs within reasonable City resources.

5. Improvements

The Association may, at its own expense, make improvements to the fields and grounds to enhance playability and safety. Any new permanent structures (including buildings, dugouts, or lighting systems) require prior written approval of the City before work begins. Routine maintenance and minor upgrades (such as bases, fences, scoreboards, or bleachers) may be performed without prior approval.

6. Utilities

The City shall be responsible for providing and paying the costs of water, sewer, waste removal, and electricity service to the Premises. Any other utility, service, or amenity required for the Association's use or operation of the Premises, including but not limited to telephone, internet, or cable, shall be obtained and paid for solely by the Association at its own expense.

7. Insurance and Indemnity

a. Insurance. The Association shall, at its own expense, maintain in full force during the term of this Agreement a policy of commercial general liability insurance covering bodily injury, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such other limits as may reasonably be required by the City. The City of Mart shall be named as an additional insured on such policy. Certificates of insurance shall be provided to the City upon request.

b. Indemnity. To the fullest extent permitted by law, the Association shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney's fees) arising out of or related to the Association's use or occupancy of the Premises, except to the extent caused by the sole negligence or willful misconduct of the City.

8. Good Faith and Dispute Resolution

The parties agree to cooperate in good faith in administering this Agreement. Any disputes shall first be addressed by direct discussion between the City Administrator and the Association's President before seeking other remedies.

9. Termination

This Agreement may be terminated prior to expiration of the term under the following conditions:

- a. Mutual Agreement. By written consent of both parties.
- b. Breach. By either party, if the other materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after written notice.
- c. Dissolution. Automatically, upon dissolution or legal termination of the Association.
- d. Abandonment. If the Association abandons the Premises. For purposes of this Agreement, *"abandonment" means a period of greater than six (6) consecutive months during which the Association fails to reasonably maintain the fields, concession stand, and bathrooms as required herein.*

Upon termination, the Association shall promptly vacate the Premises and return possession to the City. Any improvements made by the Association that cannot reasonably be removed shall become the property of the City without compensation, unless otherwise agreed in writing.

10. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when (i) personally delivered, (ii) deposited in the United States Mail,

certified or registered, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight courier service, addressed as follows:

If to the City:

City of Mart
Attn: City Administrator
600 S. Smyth Street
Mart, Texas 76664

If to the Association:

Mart Youth Baseball and Softball Association
Attn: President
[Mailing Address]
Mart, Texas 76664

Either party may change its notice address by providing written notice to the other in accordance with this Section.

Emergency Notices. In the event of an emergency affecting the safety, security, or condition of the Premises, either party may provide notice by telephone call or text message to the other party's designated emergency contact number, followed by written confirmation within three (3) business days. The parties agree to informally maintain and exchange current emergency contact information, which may be updated from time to time by either party in writing, without the necessity of amending this Agreement.

Calling 911. In the event of any emergency requiring immediate response, the parties agree that contacting 911 or appropriate emergency services shall take priority before using the other party's emergency contact information.

11. Amendments

This Agreement may only be amended in writing and signed by both parties.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings concerning the Premises.

13. Effective Date

This Agreement is effective as of the date of the last signature below.

SIGNATURES

The parties hereto agree to the terms of this Lease as evidenced by their signatures below, and each represents and warrants that they are duly authorized to enter into and execute this Agreement.

CITY OF MART, TEXAS

By: _____

Name: James Miller

Title: Mayor

Date: _____

MART YOUTH BASEBALL AND SOFTBALL ASSOCIATION

By: _____

Name: _____

Title: President

Date: _____